

Northern Lights



Locating and Inspection, Inc.

Oct 1, 2009

Columbus Clerk-Treasurer
123 Washington Street
Columbus, IN 47201

RE: City of Columbus Underground Facilities Locating & Marking Agreement

Mr. Engle,

Please find enclosed the fully executed Underground Facilities Locating & Marking Agreement for the City of Columbus. Thank you for giving us the opportunity to serve your community.

Please don't hesitate to contact us with any questions or concerns.

Sincerely,

Cheryl Harris
Controller

COPY



UNDERGROUND FACILITIES LOCATING AND MARKING

SERVICE AGREEMENT FOR



columbusindiana
unexpected.unforgettable.

Northern Lights locating and Inspection was created in March of 2001 to provide services to clients with a need to protect their utility networks. **Not just a Paint and Flag service**, Northern Lights can provide locating and inspection expertise that goes beyond that of traditional utility location.

Utility networks are a key component of business infrastructure. Northern Lights professionals have the experience needed to handle the complexities of utility locating and inspection working with businesses to keep their networks intact. The focus is not just on protecting the physical network, but also on securing the information it represents.

This Underground Plant Locating and Marking Agreement (the "Agreement") is entered into as of the 1st day of October, 2009 by and between NORTHERN LIGHTS LOCATING & INSPECTION, INC. ("Contractor") and City of Columbus ("Customer").

WHEREAS, Customer would like to have Contractor perform certain locating and marking services with respect to the current conduit and fiber system (approximately 11 miles) in the city of Columbus underground utility lines owned by Customer and/or Customer's customers ("Customer's Designees"); and

WHEREAS, Contractor is willing to perform such services on the terms and conditions set forth herein and as shown in Exhibit A and Exhibit B attached hereto.

Contractor will send Customer a monthly invoice for services and accompanying documentation specifying the locates marked. Customer shall pay the invoice within thirty (30) days after receipt. The charges as identified below are a fixed monthly rate. Any revisions of Exhibit A. may be reviewed by the Customer and Contractor to consider a revision of charges for services.

*** LIVE DATA SERVICE**

This service allows 24 hour access for any authorized employee to view the Northern Lights locate management server via the internet and view details such as locate status, screening information and completion data.

*** PAYMENT**

The Company will charge \$1.00 for each locate ticket it receives from IUPPS and is screened in our office and \$2.00 for each locate screened by a locator in the field if locating is required no screening charges will apply. Field work will be billed according to the following table:

DESCRIPTION		UNITS	UNIT RATE
Single Utility Locates	under 500 linear feet	Per ticket/unit	\$42.00
Flat Yearly rate		Yearly	\$6,500.00
City of Columbus live data		yearly	\$400.00
*Flat Monthly Fee: Includes ticket screening up to 200 per month by office, 25 by field locator also 25 located tickets per month *		per month	\$541.68
Ticket screen by office (if more than 200 per month)		Per ticket/unit	\$1.00
Ticket screen by field Locator(if more than 25 per month)		Per ticket/unit	\$2.00
Emergency Call Outs After Hours	Port-to-Port	Per Hour	\$95.00
Damage reporting			\$0.00
Route inspections: Locators drive the route of fiber between locates and inspects the integrity of the underground and aerial fiber and reports any damage or potential damage they may find.			\$0.00

** Regular per locate rates will apply when flat monthly totals are exceeded**

*** Locate Definition**

IN WITNESS WHEREOF, Contractor and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CONTRACTOR:

NORTHERN LIGHTS LOCATING & INSPECTION, INC.

By: 

Printed:

John D. Harris

Date:

9-30-09

CUSTOMER:

CITY OF COLUMBUS BOARD OF WORKS

By: 

Printed:

FRED L. ARMSTRONG

Date:

9-29-09

By: 

Printed:

STEVEN L. GOCHENOUR

Date:

9/29/09

By: 

Printed:

Judy Johns Jackson

Date:

9-29-09

EXHIBIT B

General Terms and Conditions

1. Default. A party shall be in Default of this Agreement if:

A. That party fails to pay a sum of money when due and such failure continues for more than ten (10) days after notice.

B. That party fails to perform any obligation under this Agreement other than payment and such failure continues for more than thirty (30) days after notice.

2. Remedies. Upon the Default of a party, the non-defaulting party may elect to exercise any and all remedies available at law or equity, including termination of the Agreement. Notwithstanding the foregoing, a party shall never be responsible for punitive damages or for consequential damages such as loss of revenue.

3. Late Payment. N/A.

4. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, facsimile transmission (to be followed promptly by written confirmation mailed by commercial delivery service or certified mail as provided below) or sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date of transmission and receipt of facsimile transmissions, or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Contractor:

Northern Lights Locating & Inspection Service, Inc.
P.O. Box 320
8109 Network Dr.
Plainfield, IN 46168
Ph: (317) 838-7776
Fx: (317) 839-0925

If to Customer:

City of Columbus
Brent M. Engle
Community IT Executive | Columbus, Indiana
Direct: +1.812.375.2747 | Fax: +1.812.376.2565
Email: bengle@columbus.in.gov

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

5. Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

6. Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

7. Entire Agreement. This Agreement, and all Addenda, Exhibits and Schedules hereto, collectively represent the entire understanding and agreement between the Parties with respect to the subject matter hereof. All Addenda, Exhibits and Schedules attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations and understandings between the parties, whether written or oral, with respect to the transactions contemplated hereby, and all letters of intent and other writings relating to such negotiations.

8. Amendment. This Agreement cannot be amended, supplemented or modified except by a document in writing executed by the Party against whom enforcement of the modification is sought.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Furthermore, if any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent in a particular jurisdiction, such provision shall remain valid and enforceable to the extent permitted in other jurisdictions.

10. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument; all counterparts shall constitute one and the same document. A facsimile transmission of a signature shall be deemed to be an original signature. The Party providing a signature by facsimile shall upon request deliver an original counterpart of the same to the other Party.

11. No Third-Party Beneficiaries. This Agreement constitutes an agreement solely among the Parties hereto, and, except as otherwise provided herein, is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable on any person other than the Parties hereto and their respective successors or assigns, or otherwise constitute any person a third party beneficiary under or by reason of this Agreement.